

WALLACE C. DOOLITTLE (SBN 158116)
BRADLEY D. BAYAN (SBN 218751)
LAW OFFICES OF WALLACE C. DOOLITTLE
1260 B Street, Suite 220
Hayward, California 94541

TELEPHONE: (510) 888-0600
FACSIMILE: (510) 888-0606
EMAIL: doolittlew@doolittlelaw.com

Attorneys for Defendants JEFFREY SCHREIBER and SUZANNE E. SCHREIBER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SIMMONDS & NARITA LLP, a limited
liability partnership,
Plaintiff,

v.

JEFFREY SCHREIBER; SUZANNE E.
SCHREIBER; and DOES 1 through 50,
inclusive

Defendants,

Case No.

CV 08

2209

NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. § 1441(b)
(DIVERSITY)

TO THE CLERK OF THE ABOVE ENTITLED COURT:

PLEASE TAKE NOTICE that defendants JEFFREY SCHREIBER hereby removes to
this Court the state court action described below.

Jurisdictional Statement

1. The complaint for money damages filed in the State Court of California in and for
the County of San Francisco, that is the basis for this Notice of Removal, involves an amount in
controversy of \$88,552.99. A copy of the complaint is attached as Exhibit "A".

2. The plaintiff in this complaint for money damages, SIMMONDS & NARITA LLP, was, and now is, a California limited liability partnership, formed for the purpose of practicing law in the State of California. Michael Simmonds is one member of SIMMONDS & NARITA LLP has been an active member of the State Bar of California since 1980 and therefore defendants JEFFERY SCHREIBER and SUZANNE E. SCHREIBER are informed and believe that Michael Simmonds is domiciled in the State of California and is therefore a citizen of the State of California. Tomio Narita is the only other member of SIMMONDS & NARITA LLP has been an active member of the State Bar of California since 1991 and therefore defendants JEFFERY SCHREIBER and SUZANNE E. SCHREIBER are informed and believe that Tomio Narita is domiciled in the State of California and is therefore a citizen of the State of California. For purposes of diversity jurisdiction, because Michael Simmonds and Tomio Narita are citizens of the State of California the plaintiff SIMMONDS & NARITA LLP is treated for purposes of this lawsuit as a citizen of the State of California.

3. Defendant JEFFREY SCHREIBER is an individual, being sued in his individual capacity, whose is domiciled in the State of Indiana. Therefore JEFFREY SCHREIBER is a citizen of the State of Indiana.

4. Defendant SUZANNE E. SCHREIBER is an individual, being sued in her individual capacity, is domiciled in the State of Maryland. Therefore, SUZANNE E. SCHREIBER is a citizen of the State of Maryland.

5. Under 28 U.S.C. §1332 Diversity Jurisdiction is satisfied due to the fact that the amount in controversy is over \$75,000 and the plaintiff SIMMONDS & NARITA LLP is the citizen of a different state then defendant JEFFREY SCHREIBER defendant SUZANNE E. SCHREIBER.

Basis for Removal

6. On March 13, 2008, a complaint for money due for attorney's fees was commenced in the Superior Court of the State of California in and for the County of San Francisco, entitled SIMMONDS & NARITA LLP, Plaintiff, vs. JEFFREY SCHREIBER,

1 SUZANNE E. SCHREIBER and DOES 1 through 50, Defendants, as Case Number CGC-08-
2 473266. A copy of the complaint is attached hereto as Exhibit "A".

3 7. The first date upon which defendant JEFFREY SCHREIBER received a copy of
4 said complaint was March 31, 2008, when JEFFREY SCHREIBER was served with a copy of
5 the said complaint and the summons from the said state court. A copy of the summons is
6 attached hereto as Exhibit "B".

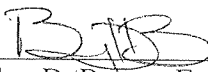
7 The first day upon which defendant SUZANNE E. SCHREIBER received a copy of said
8 complaint was April 18, 2008, when SUZANNE E. SCHREIBER was served with a copy of the
9 said complaint and the summons from the said state court. A copy of the summons is attached
10 hereto as Exhibit "B".

11 8. This action is a civil action of which this Court has original jurisdiction under 28
12 U.S.C. §1332, and is one which may be removed to this Court by defendant JEFFREY
13 SCHREIBER pursuant to the provisions of 28 U.S.C. §1441(b) in that it is a civil action between
14 citizens of different states and the amount in controversy exceeds the sum of \$75,000, exclusive
15 of interest and costs because, as stated in paragraphs 1 above, the amount in controversy is
16 \$88,552.99.

17 9. Defendants JEFFERY SCHREIBER and SUZANNE E. SCHREIBER are
18 informed and believe that plaintiff SIMMONDS & NARITA LLP was, and still is, a citizen of
19 the State of California, by virtue of the fact that Michael Simmonds and Tomio Narita are still
20 domiciled and therefore citizens of the State of California. Defendant JEFFREY SCHREIBER
21 was, at the time of filing this action, and still is, a citizen of the State of Indiana. Defendant
22 SUZANNE E. SCHREIBER was, at the time of filing this action, and still is, a citizen of the
23 State of Maryland.

24 Dated: April 28, 2008

Respectfully Submitted
THE LAW OFFICES OF WALACE C. DOOLITTLE

26 
27 _____
Bradley D. Bayan, Esq.
Attorney for Defendants Jeffrey Schreiber
And Suzanne Schreiber

WALLACE C. DOOLITTLE (SBN 158116)
BRADLEY D. BAYAN (SBN 218751)
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FACSIMILE: (510) 888-0606
EMAIL: doolittlew@doolittlelaw.com

Attorneys for Defendants JEFFREY SCHREIBER and SUZANNE E. SCHREIBER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SIMMONDS & NARITA LLP, a limited
liability partnership,

Plaintiff,

v.

JEFFREY SCHREIBER; SUZANNE E.
SCHREIBER; and DOES 1 through 50,
inclusive

Defendants,


Case No.

JOINDER IN NOTICE OF REMOVAL
OF ACTION UNDER 28 U.S.C. § 1441(b)
(DIVERSITY)

Defendant SUZANNE E. SCHREIBER, hereby joins in Defendant JEFFREY
SCHREIBER'S Notice of Removal to this Court of the state court action described in the said
Notice of Removal.

Dated: April 28, 2008

Respectfully Submitted
THE LAW OFFICES OF WALACE C. DOOLITTLE



Bradley D. Bayan, Esq.
Attorney for Defendants Jeffrey Schreiber
And Suzanne Schreiber

EXHIBIT A

ROBERT L. POLLAK, State Bar Number 083950
GLASSBERG, POLLAK & ASSOCIATES
425 California Street, Suite 850
San Francisco, CA 94104-2193
(415) 291-8320 phone
(415) 291-8111 fax
gpa@glassberg-pollak.com

RECORDED
FILED
SAN FRANCISCO COUNTY
SUPERIOR COURT

2008 MAR 13 AM 12:08

CLERK

Attorneys for Plaintiff CASE MANAGEMENT CONFERENCE SET BY: ELIAS BUTT
CLERK

AUG 15 2008 - 9⁰⁰AM

DEPARTMENT 212

SUPERIOR COURT, STATE OF CALIFORNIA

SAN FRANCISCO COUNTY

UNLIMITED CIVIL JURISDICTION

SIMMONDS & NARITA LLP, a limited
liability partnership,

Plaintiff,

vs.

JEFFREY SCHREIBER; SUZANNE E.
SCHREIBER; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. **08C-98-473266**

COMPLAINT FOR MONEY
DUE FOR ATTORNEYS' FEES

(\$88,552.99)

Plaintiff alleges:

FIRST CAUSE OF ACTION

(Money Due For Legal Services to all defendants)

1. At the time the services hereinafter mentioned were performed, Plaintiff SIMMONDS & NARITA LLP was, and now is, a California limited liability partnership, each member of which is an active member of the State Bar of California duly licensed to practice law in the State of California.

2. Defendant JEFFREY SCHREIBER is an individual.

3. Defendant SUZANNE E. SCHREIBER is an individual.

4. Plaintiff is not aware of the true names and capacities whether individual, corporate or otherwise, of Defendants DOES 1 through 50, and therefore sues said defendants by such fictitious names, and Plaintiff will amend this complaint to show their true names and capacities when they have been ascertained.

5. Within two years last at San Francisco, California, Defendants became indebted to Plaintiffs in the sum of \$88,552.99 for professional legal services furnished and supplied by Plaintiff to Defendants.

6. Said services were so furnished and supplied pursuant to a written agreement, a copy of which is attached as Exhibit "A".

7. No part of the said sum of \$88,552.99 has been paid, and there is now due, owing and unpaid the sum of \$88,552.99 plus interest thereon at ten percent (10%) per annum from and after January 11, 2008.

8. Prior to the commencement of this action, Plaintiff caused to be given to the Defendants written notice required under Sect. 6201 of the Business and Professions Code. A true copy of that notice is attached hereto, marked Exhibit "B" and made a part hereof.

AS AND FOR A SECOND, SEPARATE AND DISTINCT CAUSE OF ACTION,
PLAINTIFF COMPLAINS OF DEFENDANTS, AND EACH OF THEM, AND ALLEGES
AS FOLLOWS:

(Book Account)

9. Plaintiff herein incorporates by reference each and every allegation contained in Paragraphs 1, 2, 3, 4, 5, 7 and 8 of the First Cause of Action as though fully set forth and pleaded herein.

10. Within four (4) years last past, Defendants became indebted to Plaintiff in the sum of \$88,552.99 on a book account for professional legal services furnished and supplied.

11. Plaintiff should be awarded reasonable attorneys' fees in the sum of \$1,000.00 pursuant to the provisions of Civil Code Sect. 1717.5.

AS AND FOR A THIRD SEPARATE AND DISTINCT CAUSE OF ACTION, PLAINTIFF COMPLAINS OF DEFENDANTS, AND EACH OF THEM, AND ALLEGES AS FOLLOWS:

(Account Stated)

12. Plaintiff refers to paragraphs 1, 2, 3, 4, 5, 7 and 8 of the first cause of action, and by said reference incorporates said paragraphs herein as if the same were more fully herein set forth.

13. Within four (4) years last past at San Francisco, California, an account was stated by and between Defendants and Plaintiff wherein and whereby Defendants became indebted to Plaintiff in the sum of \$88,552.99.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For the sum of \$88,552.99;
2. For interest on said amount at the rate of ten percent (10%) per annum from January 11, 2008;
3. For attorney's fees in the sum of \$1,000.00;
4. For costs of suit incurred herein; and
5. For such other and further relief as this Court may deem just and proper.

DATED: March 11, 2008

GLASSBERG, POLLAK & ASSOCIATES

By: ROBERT L. POLLAK

ROBERT L. POLLAK
Attorneys for Plaintiff

SIMMONDS & NARITA LLP

ATTORNEYS AT LAW
44 MONTGOMERY STREET, SUITE 3010
SAN FRANCISCO, CALIFORNIA 94104-4811
TELEPHONE (415) 283-1000
FAX (415) 352-2625
www.snllp.com

TOMIO B. NARITA
DIRECT DIAL (415) 283-1010
EMAIL tnarita@snllp.com

April 24, 2007

Suzanne E. Schreiber
c/o Castle Mountain Capital, LLC
1000 Elm Street
Manchester, NH 03101

Jeffrey Schreiber
c/o The Schreiber Law Firm, LLC
702 S. Adams Street
Marion, IN 46953

Re: *Engagement Agreement*

Dear Suzanne and Jeff:

We are very pleased that you have decided to engage our firm as counsel to represent you in connection with the action that was filed against you in the Superior Court of the State of California, County of Alameda, *Robert M. Siemons v. First USA Bank, et al.*, Case No. VG04172153. This letter describes the scope of the representation and how we will be compensated for the legal services that we provide.

Although we will strive to serve you effectively, this firm cannot guarantee the result of any given legal dispute. Nor can we determine in advance the costs of our legal services with precision. We will seek to represent your interests professionally and efficiently throughout our engagement. I will have primary responsibility for your representation, and I will utilize other attorneys and professionals in the best exercise of my professional judgment. In the event that you have questions, concerns or criticisms about the services provided by the firm, please contact me at once.

Our fees reflect the substantial value of the work product that we provide and the significant experience, specialization and training of our professionals. I will review all

EXHIBIT A |

SIMMONDS & NARITA LLP

Suzanne E. Schreiber

Jeffrey Schreiber

April 24, 2007

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statements before they are issued to insure that the amount charged is appropriate. Our bills are generally the product of the hours worked on your matter multiplied by the hourly rates for the attorneys and other professionals who performed the services. We always review our bills before they are sent to determine if any reductions are appropriate.

We will provide you with detailed monthly statements for professional services that we perform. Our statements are due and payable upon receipt.

Our monthly statements reflect services rendered through the end of the preceding month, and they include out-of-pocket expenses incurred to the extent invoices have been received in the current period. These expenses may include telephone calls, photocopies, court reporters' fees, postage, overnight courier charges, messengers' fees, expert witness fees, travel costs, local transportation expenses, computer research charges, and filing, certification and recording fees. In the event that we receive an invoice from any vendor with respect to your matter which exceeds \$1000, we reserve the right to ask you to pay the invoice directly. Delays in payment could affect our ability to successfully represent you.

We expect full cooperation and candor from all of our clients. You agree to communicate with us, to provide us with all information that we believe is necessary to your representation, and to cooperate fully in your representation. Failure to cooperate with us, or failure to pay our statements promptly upon receipt, may lead to discontinuance of legal services. In the event that we need to withdraw from representation, we will give you notice of our intention to do so, and will recommend that you engage other counsel. We will cooperate in delivering all files to which you are entitled, coordinate with counsel that you subsequently employ, and attempt to minimize the possibility that your interests will be prejudiced.

We have prepared a schedule of hourly rates for the attorneys and other members of the professional staff based on their years of experience, specialization, training and level of professional attainment. There may be certain aspects of your representation which require a higher level of expertise than others. We seek to assign and delegate responsibilities for all aspects of your representation based on the degree of professional experience and expertise required.

We agree to represent you at our present hourly rates. Currently, the rates for our partners range from \$350 to \$390 per hour (my rate will be \$350 per hour), the rates for our associates range from \$200 to \$290 per hour, and the rates for our legal assistants range from \$100 to \$130 per hour. Our rates may increase during this engagement to reflect market conditions and the additional experience and expertise of our attorneys and staff.

SIMMONDS & NARITA LLP

Suzanne E. Schreiber

Jeffrey Schreiber

April 24, 2007

Page 3

I have advised each of you of the challenges that you face in this case, and that the cost of representing you in this matter may be significant. As I have stated to you, in my estimation, given the nature of the courthouse where the action is pending, the apparent personality of the plaintiff and his counsel, the present record of the case, the claims that have been asserted, and the facts of the case as I understand them, it will cost a minimum of \$50,000 to defend you. In addition, I have advised you that if this matter proceeds to trial, I estimate the cost of defending the claims will be at least \$150,000, and the cost could exceed this amount. Even if you incur these defense costs, there is still no guarantee that we will be able to successfully defend you against the claims asserted.

You have agreed to provide us with a \$50,000 retainer ^{in two \$25,000 installments} and to execute a substitution of attorney form before we commence work on the case. The retainer can be transmitted to us via certified check or via wire transfer, pursuant to instructions that I will provide you. We will ask you to maintain a total of \$25,000 of this retainer on an "evergreen" basis. This means that after we draw against the first \$25,000 of the retainer amount, we will send you statements on a monthly basis that we will ask you to pay in full. We will maintain the balance of the retainer (\$25,000) in our client trust account on your behalf. By signing this engagement agreement, you acknowledge that you will be jointly and severally liable for payment of all of the fees and costs incurred by our firm in connection with the representation. We will do everything possible to keep your fees and costs to a minimum. At the end of our engagement, any remaining balance of the retainer will be returned to you.

We discussed the fact that I will communicate with both of you concerning the matter, but that I may need to turn to one of you to make decisions on matters of strategy affecting the case. You agreed that while I can and will consult with both of you concerning the representation, the "point" person for matters of legal strategy will be Jeffrey Schreiber, unless and until you instruct me otherwise in writing. We also discussed the fact that you have both been named as individual defendants in the action, and that our firm will be providing representation to both of you. At this time, it is our belief that there is no actual or potential conflict of interest between your interests, and that you both share the same common interest with respect to the claims asserted by the plaintiff. We are presently confident that we can represent both of you in this matter without any conflict of interest.

We do have a professional obligation to advise you, however, whenever we believe that there may be a potential conflict, or the appearance of a conflict, between your interests. In the unlikely event that such a potential or actual conflict should arise in the future, we will discuss the situation with both of you and then determine an appropriate and

SIMMONDS & NARITA LLP

Suzanne E. Schreiber
Jeffrey Schreiber
April 24, 2007
Page 4

acceptable course of action.

Having said this, we ask each of you to sign below and acknowledge that we have informed you of the matters identified above, and that you consent to our firm's dual representation of Suzanne Schreiber and Jeffrey Schreiber in the action. We are obliged to inform you that you may wish to seek independent legal advice with respect to this matter.

You have the right to terminate our representation at any time.

If the terms of this engagement letter meet with your approval, please sign this letter and return it to me. If you have any questions, please feel free to call me.

Very truly yours,

Tomio B. Narita

AGREED to this 1st day of May, 2007

By: 

Suzanne E. Schreiber

By: 

Jeffrey Schreiber

EXHIBIT A4

Notice of Client's Right To Arbitration

Jeffrey Schreiber

Client's Name

c/o The Schreiber Law Firm

Client's Address

810 S. Baldwin Ave., Marion, IN 46953

Simmonds & Narita LLP

Attorney's Name

44 Montgomery Street, Suite 3010

Attorney's Address

San Francisco, CA 94104-4816

You have an outstanding balance for fees and/or costs for professional services in the amount of \$88,552.99

charged to you in the matter of Robert Seimons v. First USA Bank, et al., Superior Court of California, County of Alameda, Case No. VG04172153

☐ I have filed a lawsuit against you in the:

Court

Case No.

Address

☐ I have filed an arbitration proceeding against you with the:

Agency

Case No.

Address

☒ No lawsuit or arbitration proceeding has yet been filed but may be filed if we do not resolve this claim.

You have the right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of these fees or costs by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients.

You will LOSE YOUR RIGHT TO ARBITRATION UNDER THIS PROGRAM if:

1. YOU DO NOT FILE A WRITTEN APPLICATION FOR ARBITRATION WITH THE BAR ASSOCIATION WITHIN 30 DAYS FROM RECEIPT OF THIS NOTICE USING A FORM PROVIDED BY THE LOCAL BAR ASSOCIATION OR STATE BAR OF CALIFORNIA FEE ARBITRATION PROGRAM; OR
2. YOU RECEIVE THIS NOTICE AND THEN EITHER (1) ANSWER A COMPLAINT I HAVE FILED IN COURT; OR (2) FILE A RESPONSE TO ANY ARBITRATION PROCEEDING THAT I HAVE INITIATED FOR COLLECTION OF FEES, AND/OR COSTS, WITHOUT FIRST HAVING SERVED AND FILED A REQUEST FOR ARBITRATION UNDER THIS PROGRAM; OR
3. YOU FILE AN ACTION OR PLEADING IN ANY LAWSUIT WHICH SEEKS A COURT DECISION ON THIS DISPUTE OR WHICH SEEKS DAMAGES FOR ANY ALLEGED MALPRACTICE OR PROFESSIONAL MISCONDUCT.

I have the right to file a lawsuit against you if you give up your right to mandatory fee arbitration. If I have already filed a lawsuit or arbitration, you may have the lawsuit or arbitration postponed after you have filed an application for arbitration under this program.

I have determined that:

☐ There is a local program which may have jurisdiction to hear this matter. The address of the arbitration program you should contact is:

Bar Association of San Francisco

Name of Program

301 Battery Street, 3rd Floor

Address

San Francisco

City

(415) 982-1600

Telephone No

CA

State

94111

Zip Code

☐ There is no approved local program which has jurisdiction to hear this matter.

The State Bar of California will conduct fee arbitration (1) where there is no approved local program, (2) where there is a local program but it declines for any reason to hear your case, (3) where there is a local program and you wish non-binding arbitration of this dispute and the local program refuses to allow non-binding arbitration of your dispute, or (4) if you believe you cannot receive a fair hearing before the local bar named above. If you need assistance, please contact Mandatory Fee Arbitration, State Bar of California, 180 Howard Street, San Francisco, CA 94105-1639, (415) 538-2020.

ROBERT L. POLLAK

March 5, 2008

Date

Attorney ROBERT L. POLLAK

EXHIBIT B1

(State Bar Approved Form Rev. April 1, 2007)

Notice of Client's Right To Arbitration

Suzanne E. Schreilber

Client's Name

c/o Zwicker & Associates, P.C.

Client's Address

80 Minuteman Road, Andover, MA 01810-1031

Simmonds & Narita LLP

Attorney's Name

44 Montgomery Street, Suite 3010

Attorney's Address

San Francisco, CA 94104-4816

You have an outstanding balance for fees and/or costs for professional services in the amount of \$88,552.99

charged to you in the matter of Robert Seimons v. First USA Bank, et al., Superior Court of California, County of Alameda, Case No. VG04172153

☐ I have filed a lawsuit against you in the:

Court

Case No.

Address

☐ I have filed an arbitration proceeding against you with the:

Agency

Case No.

Address

☒ No lawsuit or arbitration proceeding has yet been filed but may be filed if we do not resolve this claim.

You have the right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of these fees or costs by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients.

You will LOSE YOUR RIGHT TO ARBITRATION UNDER THIS PROGRAM if:

1. YOU DO NOT FILE A WRITTEN APPLICATION FOR ARBITRATION WITH THE BAR ASSOCIATION WITHIN 30 DAYS FROM RECEIPT OF THIS NOTICE USING A FORM PROVIDED BY THE LOCAL BAR ASSOCIATION OR STATE BAR OF CALIFORNIA FEE ARBITRATION PROGRAM; OR
2. YOU RECEIVE THIS NOTICE AND THEN EITHER (1) ANSWER A COMPLAINT I HAVE FILED IN COURT; OR (2) FILE A RESPONSE TO ANY ARBITRATION PROCEEDING THAT I HAVE INITIATED FOR COLLECTION OF FEES, AND/OR COSTS, WITHOUT FIRST HAVING SERVED AND FILED A REQUEST FOR ARBITRATION UNDER THIS PROGRAM; OR
3. YOU FILE AN ACTION OR PLEADING IN ANY LAWSUIT WHICH SEEKS A COURT DECISION ON THIS DISPUTE OR WHICH SEEKS DAMAGES FOR ANY ALLEGED MALPRACTICE OR PROFESSIONAL MISCONDUCT.

I have the right to file a lawsuit against you if you give up your right to mandatory fee arbitration. If I have already filed a lawsuit or arbitration, you may have the lawsuit or arbitration postponed after you have filed an application for arbitration under this program.

I have determined that:

☐ There is a local program which may have jurisdiction to hear this matter. The address of the arbitration program you should contact is:

Bar Association of San Francisco

Name of Program

301 Battery Street, 3rd Floor

Address

San Francisco

City

(415) 982-1600

Telephone No

CA

94111

State

Zip Code

☐ There is no approved local program which has jurisdiction to hear this matter.

The State Bar of California will conduct fee arbitration (1) where there is no approved local program, (2) where there is a local program but it declines for any reason to hear your case, (3) where there is a local program and you wish non-binding arbitration of this dispute and the local program refuses to allow non-binding arbitration of your dispute, or (4) if you believe you cannot receive a fair hearing before the local bar named above. If you need assistance, please contact Mandatory Fee Arbitration, State Bar of California, 180 Howard Street, San Francisco, CA 94105-1639, (415) 538-2020.

March 5, 2008

Date

ROBERT L. POLLAK

Attorney ROBERT L. POLLAK

EXHIBIT B2

(State Bar Approved Form Rev. April 1, 2007)

NOTICE TO PLAINTIFF

A Case Management Conference is set for

DATE: AUG-15-2008

TIME: 9:00AM

PLACE: Department 212
400 McAllister Street
San Francisco, CA 94102-3680

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 212 twenty-five (25) days before the case management

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A MANDATORY SETTLEMENT CONFERENCE OR TRIAL.
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

Superior Court Alternative Dispute Resolution Coordinator
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3876

See Local Rules 3.6, 6.0 C and 10 D re stipulation to commissioners acting as temporary judges

EXHIBIT B

SUMMONS
(CITACION JUDICIAL)FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:**
(AVISO AL DEMANDADO):JEFFREY SCHREIBER; SUZANNE E. SCHREIBER; and DOES 1 through 50,
inclusive,**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SIMMONDS & NARITA LLP, a limited liability partnership

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court, State of California
County of San Francisco, Unlimited Civil Jurisdiction
400 McAllister St., Room 103
San Francisco, CA 94102CASE NUMBER
(Número del Caso) **CEC-98-473266**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

ROBERT L. POLLAK Bar #: 083950

415/291-8320

File #: 28A1384

GLASSBERG, POLLAK & ASSOCIATES

425 California St., Suite 850

San Francisco, CA 94104-2193

Gordon Park-Li

DATE:

(Fecha)

MAR 13 2008

Clerk, by

(Secretario)

Deputy

ELIAS BUTI (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☐ by personal delivery on (date):

[SEAL]

TRUE ATTEST COPY
Joan S. ... 903
DEPUTY SHERIFF